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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 **J & J Sports Productions, Inc.,**

11 **Plaintiff,**

12 **vs.**

13 **Arturo Gallegos Ruelas,**

14 **Defendant.**  
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**CASE NO. 3:14-cv-01005-WQH-NLS**

**ORDER GRANTING JOINT  
MOTION TO DISMISS PLAINTIFF'S  
COMPLAINT AGAINST  
DEFENDANT ARTURO GALLEGOS  
RUELAS, individually and d/b/a  
BIRRIAS CHIVOS & CHEVES**

17 **IT IS HEREBY STIPULATED** by and between J & J Sports Productions, Inc.  
18 (“J & J”) and Arturo Gallegos Ruelas dba Birrias Chivos and Cheves (hereinafter  
19 “RUELAS”) that J & J shall recover from RUELAS payment and/or entry of judgment  
20 according to the terms of the Settlement Agreement and Release and following  
21 conditions:  
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23 1. J & J’s Complaint in this action shall be dismissed, without prejudice, with  
24 this Court reserving jurisdiction to enforce, approve, and enter the Stipulated Judgment  
25 agreed upon by the Parties, according to the provisions, below.

26 2. The dispute between J & J and RUELAS that is the subject of J & J’s  
27 Complaint on file herein shall be deemed fully resolved and all obligations owed by  
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1 each to the other that are related to the subject matter of that lawsuit shall be deemed  
2 fully satisfied if RUELAS delivers to J &J, through its attorney of record, each of the  
3 payments according to and in compliance with the terms and conditions of the  
4 Settlement and Release Agreement.

5 3. If RUELAS fails to timely make any of the payments pursuant to the terms  
6 of the Settlement Agreement and Release and the right to cure has expired, or any  
7 dishonored payment is not cured by RUELAS within the time limits set forth in this  
8 Settlement Agreement and Release, J & J shall be entitled to proceed ex parte before the  
9 United States District Court, Southern District of California, and move for entry of  
10 judgment against RUELAS in an amount calculated as follows:

12 For a judgment in the amount of Twenty Five Thousand Dollars (\$25,000.00)  
13 less:

- 14 • the total amount of any negotiable payments made by Mr. Ruelas to J & J  
15 Productions, Inc. under the terms of the Settlement Agreement and Release  
16 prior to the uncured default.

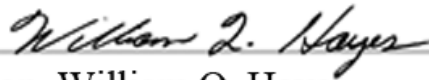
17 4. Said judgment shall not be entered and no writs of execution or other  
18 process shall issue thereon unless Mr. Ruelas fails to timely deliver any of the required  
19 payments or timely cure such or fails to cure any dishonored payments described within  
20 the cure provision of the Settlement Agreement and Release set forth above.

22 5. Upon J & J's receipt of the entirety of payments described in the  
23 Settlement and Release Agreement, J & J, through its counsel, shall prepare a Joint  
24 Motion to Dismiss, with prejudice, of his entire Complaint within this matter and shall  
25 file such dismissal with the Court.

1           This dismissal is made pursuant to Federal Rules of Civil Procedure 41(a)(1).  
2 Each Party referenced-above shall bear its own attorneys' fees and costs.  
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4 **IT IS SO ORDERED:**

5 Dated: January 30, 2015  
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Hon. William Q. Hayes  
United States District Judge